

# DEED OF TRUST - LAND

BK 0956 PG 0190

ORIGINAL

<b>NAMES AND ADDRESSES OF ALL BORROWERS (GRANTORS):</b> Maxie A. & Deloris A. Kee 10863 Ben Vorlichs Head Hernando, MS 38632			<b>NAME AND ADDRESS OF LENDER (BENEFICIARY):</b> M S Loan Center, Inc. Post Office Box 148 Olive Branch, MS 38654		
ACCOUNT NUMBER	DATE OF LOAN	AMOUNT OF LOAN BEFORE ADDITION OF PRECOMPUTED CHARGES (AMT. FINANCED)	NUMBER OF PAYMENTS	FIRST PAYMENT DUE	OTHERS DUE SAME DAY OF EACH MONTH
70067	11 25 97	\$12,706.91	60	01 05 98	
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE OF FINAL PAYMENT	TOTAL OF PAYMENTS	ANNUAL PERCENTAGE RATE	
\$ 325.55	\$ 325.55	12 05 02	\$ 19,533.00	18.18 %	

## THIS DEED OF TRUST SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$25,000

THIS DEED OF TRUST made between Grantor (all, if more than one) and Trustee, both named herein, to secure the payment of a Promissory Note of even date from Grantor to Beneficiary in the above Total of Payments, and all future advances and other obligations of Grantor to Beneficiary, payable at the office of the Beneficiary named herein in the consecutive monthly installments shown above.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid to Grantor by Trustee, receipt whereof is hereby acknowledged, and to secure payment of said indebtedness, Grantor hereby bargains, sells, conveys, and confirms unto the Trustee named below, the real estate described below, together

with all present and future improvements thereon situated, in the County of Desoto  
 State of Mississippi.

Lots 117 and 118, section "A", Lake O' Hills Subdivision as shown on plat appearing of record in plat book 2, pages 29 - 33 in the chancery clerks office of Desoto County, Mississippi which has the address of 10863 Ben Vorlichs Head, Hernando, MS 38632.

STATE MS.-DESOTO CO.  
 FILED

Subdivision situated in section 20 township 3 south, range 9

✓ DEC 11 10 58 AM '97

BK 956 PG 190  
 W.E. DAVIS CH. CLK.

THIS CONVEYANCE IS MADE IN TRUST to secure the prompt payment of the above described indebtedness and any and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby and if Grantor shall pay said indebtedness promptly when due and shall perform all the covenants, agreements and obligations contained herein, then this instrument shall be void and of no effect.

The real estate shall be at Grantor's risk and Grantor shall procure and maintain for the term hereof insurance against such risks of loss or damage to said property as the Beneficiary may require, at Grantor's expense, in such form and for such amount as Beneficiary may require, the proceeds thereof to be payable as interests shall appear, including a standard or mortgagee endorsement. If Grantor shall fail to procure and maintain such insurance for the term hereof, Beneficiary hereof may, at its option, but without any obligation to do so, purchase such insurance for the term hereof. Any payments so made by Beneficiary shall be added to and become a part of the obligation secured hereby, and shall bear interest at the highest lawful contract rate without waiver, however, of any right arising to holder for breach of Grantor's covenant to procure and maintain such insurance.

Grantor hereby agrees to pay all taxes and assessments, charges, or other liens. The Beneficiary may, but is not obligated to, pay the same, or redeem the property from any tax sale, or sales, if it has been sold, and add the sum so paid, with interest at the highest lawful rate, to the first maturing installment of the principal indebtedness herein secured and thereby made same a part thereof, and upon making such payment the Beneficiary shall be authorized to declare all of said principal indebtedness immediately due and payable and have the property herein conveyed or sold as herein provided for the collection of said indebtedness.

However, if default is made in the payment of the indebtedness hereby secured, or of any installment thereof, or in the payment of taxes or insurance as herein provided, or if default is made in performance of any of the covenants, then, in that event, the entire debt secured hereby, shall at the option of Beneficiary be and become at once due and payable without notice to Grantor and Trustee herein named, or any other person or persons substituted in his place and stead. Trustee shall, upon being so instructed by Beneficiary, either with or without taking possession thereof advertise the property for sale by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and all laws amendatory thereof, on the date designated in the notice of sale and at the front door of the Courthouse of the said County wherein said real estate is situated, sell the property herein conveyed at public outcry to the highest bidder for cash between the hours of 11:00 A.M. and 4:00 P.M. Out of the proceeds of sale the amount of indebtedness, principal and finance charge, shall first be paid and the balance, if any, shall be paid to Grantor. In such sale to enforce the trust, the holder of any note or indebtedness herein secured, or any person in interest, may become the purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

(Continued on other side)

TRUSTEE (Name and Address) Tom Ostenson, Post Office Box 6005, Ridgeland, MS 39158

(Continued on other side)

Grantor expressly waives the provisions of Section 89-1-55, Mississippi Code of 1972, and of Section 111 of the Mississippi Constitution of 1890 in reference to the sale of real estate in parcels rather than as a whole, and Trustee shall have the right, in case of sale, to offer the property for sale and sell the same as a whole regardless of the manner in which it may be described. Grantor also waives and relinquishes any right he may have now or may hereafter acquire to demand or recover the ten per centum penalty prescribed by Section 89-5-17 of the Mississippi Code of 1972 for a failure of any one to comply with the provisions thereof.

Failure on the part of Beneficiary to exercise any right, privilege or option herein granted Beneficiary, after the right so to do shall accrue, shall not constitute a waiver of Beneficiary's right to exercise said right, privilege or option in the event of any subsequent accrual, or to exercise any other right, privilege or option.

The covenants herein contained shall bind, and the benefits and advantages herein provided shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the undersigned Grantor (has-have) signed this instrument on the Date shown hereon.

*Maxie A. & Deloris A. Kee*

## ACKNOWLEDGEMENT

STATE OF MISSISSIPPI  
COUNTY OF Desoto

Personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named Maxie A. & Deloris A. Kee, who severally acknowledged that (he) (she) (they) signed and delivered the foregoing instrument on the day and year herein mentioned as (his) (her) (their) own act and deed.

GIVEN UNDER MY HAND and official seal, this the 25th day of November, 1997

My Commission expires: Notary Public State of Mississippi At Large  
My Commission Expires: September 9, 2001  
Bonded Thru Helden, Brooks & Garland, Inc.

*Dorinda*  
Notary Public

## INDEXING INSTRUCTIONS

1. A PARCEL OF LAND LOCATED IN \_\_\_\_\_  
SECTION, TOWNSHIP \_\_\_\_\_  
RANGE, \_\_\_\_\_ COUNTY, MISSISSIPPI

2. LOT 117 & 118, Section "A", Lake  
O' Hills SUBDIVISION, Desoto COUNTY.  
MISSISSIPPI.

PREPARER Doris T. Jones  
NAME: M S Loan Center, Inc.  
ADDRESS P O Box 148  
Olive Branch, MS 38654

PHONE NO. 601 893 2929

POST OFFICE BOX 148  
OLIVE BRANCH, MS 38654